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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 SHENGHUA WEN,

16 Defendant.

No. CR 2:24-00770-SVW

PLEA AGREEMENT FOR DEFENDANT  
SHENGHUA WEN

17  
18 1. This constitutes the plea agreement between Shenghua Wen  
19 ("defendant") and the United States Attorney's Office for the Central  
20 District of California ("the USAO") in the above-captioned case.  
21 This agreement is limited to the USAO and cannot bind any other  
22 federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,  
27 at the earliest opportunity requested by the USAO and provided by the  
28 Court, appear and plead guilty to the two-count information in United

1 States v. Shenghua Wen, CR No. 2:24-00770-SVW, which charges  
2 defendant with Conspiracy to Violate the International Emergency  
3 Economic Powers Act, in violation of 50 U.S.C. § 1705(a), (c) (Count  
4 One); and Acting in the United States as an Illegal Agent of a  
5 Foreign Government, in violation of 18 U.S.C. § 951 (Count Two).

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained  
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered  
10 for service of sentence, obey all conditions of any bond, and obey  
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be  
13 excluded for sentencing purposes under United States Sentencing  
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States  
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessments at or before  
19 the time of sentencing unless defendant has demonstrated a lack of  
20 ability to pay such assessments.

21 h. Defendant understands that the government obtained  
22 additional material in this investigation that defendant has not been  
23 shown. In exchange for the government's obligations under this  
24 agreement, defendant gives up any right he may have had to review the  
25 additional material, regardless of whether it is arguably exculpatory  
26 or inculpatory, and further agrees to waive any argument that the  
27 withholding of this material caused defendant's plea to be not  
28 knowing or involuntary. The government agrees not to use at

1 sentencing any of the withheld material without providing it to  
2 defendant.

3 3. Defendant further agrees:

4 a. To forfeit all right, title, and interest in and to  
5 any and all monies, properties, and/or assets of any kind, derived  
6 from or acquired as a result of, used to facilitate the commission  
7 of, or involved in the illegal activity to which defendant is  
8 pleading guilty, specifically including, but not limited to, the  
9 following:

10 i. One Serstech Arx mkII Pharma device; and  
11 ii. One ANDRE Deluxe Near-Field Detection device)  
12 (both seized from defendant's residence on or about August 14, 2024);  
13 and

14 iii. Approximately 60,000 rounds of ammunition (seized  
15 from defendant's vehicle on or about September 6, 2024) (collectively  
16 the "Forfeitable Property").

17 b. To the Court's entry of an order of forfeiture at or  
18 before sentencing with respect to the Forfeitable Property and to the  
19 forfeiture of the property.

20 c. To take whatever steps are necessary to pass to the  
21 United States clear title to the Forfeitable Property, including,  
22 without limitation, the execution of a consent decree of forfeiture  
23 and the completing of any other legal documents required for the  
24 transfer of title to the United States.

25 d. Not to contest any administrative forfeiture  
26 proceedings or civil judicial proceedings commenced against the  
27 Forfeitable Property. If defendant submitted a claim and/or petition  
28 for remission for all or part of the Forfeitable Property on behalf

1 of himself or any other individual or entity, defendant shall and  
2 hereby does withdraw any such claims or petitions, and further agrees  
3 to waive any right he may have to seek remission or mitigation of the  
4 forfeiture of the Forfeitable Property. Defendant further waives any  
5 and all notice requirements of 18 U.S.C. § 983(a)(1)(A) and/or  
6 requirements of the Government to commence forfeiture actions  
7 pursuant to 18 U.S.C. § 924(d)(1).

8 e. Not to assist any other individual in any effort  
9 falsely to contest the forfeiture of the Forfeitable Property.

10 f. Not to claim that reasonable cause to seize the  
11 Forfeitable Property was lacking.

12 g. To prevent the transfer, sale, destruction, or loss of  
13 the Forfeitable Property to the extent defendant has the ability to  
14 do so.

15 h. To fill out and deliver to the USAO a completed  
16 financial statement listing defendant's assets on a form provided by  
17 the USAO.

18 i. That forfeiture of the Forfeitable Property shall not  
19 be counted toward satisfaction of any special assessment, fine,  
20 restitution, costs, or other penalty the Court may impose.

21 j. That the Preliminary Order of Forfeiture shall become  
22 final as to the defendant upon entry.

23 k. With respect to any criminal forfeiture ordered as a  
24 result of this plea agreement, defendant waives: (1) the requirements  
25 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding  
26 notice of the forfeiture in the charging instrument, announcements of  
27 the forfeiture sentencing, and incorporation of the forfeiture in the  
28 judgment; (2) all constitutional and statutory challenges to the

1 forfeiture (including by direct appeal, habeas corpus or any other  
2 means); and (3) all constitutional, legal, and equitable defenses to  
3 the forfeiture of the Forfeitable Property in any proceeding on any  
4 grounds including, without limitation, that the forfeiture  
5 constitutes an excessive fine or punishment. Defendant acknowledges  
6 that forfeiture of the Forfeitable Property is part of the sentence  
7 that may be imposed in this case and waives any failure by the Court  
8 to advise defendant of this, pursuant to Federal Rule of Criminal  
9 Procedure 11(b)(1)(J), at the time the Court accepts defendant's  
10 guilty plea.

11 THE USAO'S OBLIGATIONS

12 4. The USAO agrees to:

13 a. Not contest facts agreed to in this agreement.

14 b. Abide by all agreements regarding sentencing contained  
15 in this agreement.

16 c. At the time of sentencing, provided that defendant  
17 demonstrates an acceptance of responsibility for the offenses up to  
18 and including the time of sentencing, recommend a two-level reduction  
19 in the applicable Sentencing Guidelines offense level, pursuant to  
20 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
21 additional one-level reduction if available under that section.

22 d. Except for criminal tax violations (including  
23 conspiracy to commit such violations chargeable under 18 U.S.C.  
24 § 371), not further criminally prosecute defendant for violations of  
25 50 U.S.C. § 4819 (Conspiracy to Commit Export Control Violations); 18  
26 U.S.C. § 1956(h) (Conspiracy to Commit International Money  
27 Laundering); 13 U.S.C. § 305 (Unlawful Export Information  
28 Activities); 18 U.S.C. § 554 (Outbound Smuggling); and 18 U.S.C.

1 § 922(g)(5) (Prohibited Person in Possession of Firearms and  
2 Ammunition) arising out of defendant's conduct described in the  
3 agreed-to factual basis set forth in paragraph 13 below. Defendant  
4 understands that the USAO is free to criminally prosecute defendant  
5 for any other unlawful past conduct or any unlawful conduct that  
6 occurs after the date of this agreement. Defendant agrees that at  
7 the time of sentencing the Court may consider the uncharged conduct  
8 in determining the applicable Sentencing Guidelines range, the  
9 propriety and extent of any departure from that range, and the  
10 sentence to be imposed after consideration of the Sentencing  
11 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

12 NATURE OF THE OFFENSES

13 5. Defendant understands that for defendant to be guilty of  
14 the crime charged in count one of the information, that is,  
15 Conspiracy to Violate the International Emergency Economic Powers Act  
16 ("IEEPA") and the North Korean Sanctions Regulations ("NKSR"), in  
17 violation of Title 50, United States Code, Section 1705(a), (c); 31  
18 C.F.R. §§ 510.206(a), 510.212(b); and Executive Orders 13466 and  
19 13722, the following must be true: (1) there was an agreement between  
20 two or more persons to commit a crime, namely a violation of IEEPA;  
21 and (2) defendant became a member of the conspiracy knowing of at  
22 least one of its objects and intending to help accomplish it. For  
23 defendant to be guilty of a substantive violation of IEEPA and the  
24 NKSR, namely 50 U.S.C. § 1705(a), (c); 31 C.F.R. §§ 510.206(a),  
25 510.212(b); and Executive Orders 13466 and 13722, the following must  
26 be true: (1) defendant exported or reexported goods or technology,  
27 directly or indirectly, from the United States to North Korea;  
28 (2) defendant did not obtain a license or other authorization from

1 the Department of the Treasury, Office of Foreign Assets Control, for  
2 such export or reexport; and (3) defendant acted willfully, meaning  
3 defendant acted with knowledge that his conduct was unlawful.

4 6. Defendant understands that for defendant to be guilty of  
5 the crime charged in count two of the information, that is, Acting in  
6 the United States as an Illegal Agent of a Foreign Government, in  
7 violation of Title 18, United States Code, Section 951, the following  
8 must be true: (1) defendant acted in the United States as an agent of  
9 a foreign government or official, in this case, the Government of  
10 North Korea, also known as the Democratic People's Republic of Korea;  
11 (2) defendant failed to notify the Attorney General that he would be  
12 acting as an agent of a foreign government or official; and (3)  
13 defendant acted knowingly. The term "agent of a foreign government"  
14 is defined as a person who agrees to act in the United States subject  
15 to the direction and control of a foreign government or official.

16 PENALTIES

17 7. Defendant understands that the statutory maximum sentence  
18 that the Court can impose for a violation of Title 50, United States  
19 Code, Section 1705(a), (c) is: 20 years' imprisonment; a three-year  
20 period of supervised release; a fine of \$1,000,000 or twice the gross  
21 gain or gross loss resulting from the offense, whichever is greatest;  
22 and a mandatory special assessment of \$100.

23 8. Defendant understands that the statutory maximum sentence  
24 that the Court can impose for a violation of Title 18, United States  
25 Code, Section 951 is: 10 years' imprisonment; a three-year period of  
26 supervised release; a fine of \$250,000 or twice the gross gain or  
27 gross loss resulting from the offense, whichever is greatest; and a  
28 mandatory special assessment of \$100.

1           9. Defendant understands, therefore, that the total maximum  
2 sentence for all offenses to which defendant is pleading guilty is:  
3 30 years' imprisonment; a three-year period of supervised release; a  
4 fine of \$1,250,000 or twice the gross gain or gross loss resulting  
5 from the offenses, whichever is greatest; and a mandatory special  
6 assessment of \$200.

7           10. Defendant understands that supervised release is a period  
8 of time following imprisonment during which defendant will be subject  
9 to various restrictions and requirements. Defendant understands that  
10 if defendant violates one or more of the conditions of any supervised  
11 release imposed, defendant may be returned to prison for all or part  
12 of the term of supervised release authorized by statute for the  
13 offense that resulted in the term of supervised release, which could  
14 result in defendant serving a total term of imprisonment greater than  
15 the statutory maximum stated above.

16           11. Defendant understands that, by pleading guilty, defendant  
17 may be giving up valuable government benefits and valuable civic  
18 rights, such as the right to vote, the right to possess a firearm,  
19 the right to hold office, and the right to serve on a jury.  
20 Defendant understands that he is pleading guilty to a felony and that  
21 it is a federal crime for a convicted felon to possess a firearm or  
22 ammunition. Defendant understands that the convictions in this case  
23 may also subject defendant to various other collateral consequences,  
24 including but not limited to revocation of probation, parole, or  
25 supervised release in another case and suspension or revocation of a  
26 professional license. Defendant understands that unanticipated  
27 collateral consequences will not serve as grounds to withdraw  
28 defendant's guilty pleas.



1           12. Defendant and his counsel have discussed the fact that, and  
2 defendant understands that, if defendant is not a United States  
3 citizen, the convictions in this case make it practically inevitable  
4 and a virtual certainty that defendant will be removed or deported  
5 from the United States. Defendant may also be denied United States  
6 citizenship and admission to the United States in the future.  
7 Defendant understands that while there may be arguments that  
8 defendant can raise in immigration proceedings to avoid or delay  
9 removal, removal is presumptively mandatory and a virtual certainty  
10 in this case. Defendant further understands that removal and  
11 immigration consequences are the subject of a separate proceeding and  
12 that no one, including his attorney or the Court, can predict to an  
13 absolute certainty the effect of his convictions on his immigration  
14 status. Defendant nevertheless affirms that he wants to plead guilty  
15 regardless of any immigration consequences that his pleas may entail,  
16 even if the consequence is automatic removal from the United States.

17                               FACTUAL BASIS

18           13. Defendant admits that defendant is, in fact, guilty of the  
19 offenses to which defendant is agreeing to plead guilty. Defendant  
20 and the USAO agree to the statement of facts provided below and agree  
21 that this statement of facts is sufficient to support pleas of guilty  
22 to the charges described in this agreement and to establish the  
23 Sentencing Guidelines factors set forth in paragraph 15 below but is  
24 not meant to be a complete recitation of all facts relevant to the  
25 underlying criminal conduct or all facts known to either party that  
26 relate to that conduct.

27           Defendant is a citizen of the People's Republic of China who  
28 entered the United States in 2012 on a student visa. After

1 defendant's student visa expired in December 2013, he remained in the  
2 United States illegally. Defendant knew it was illegal to remain in  
3 the United States after his student visa had expired.

4 Prior to entering the United States, defendant met with  
5 government officials from the Democratic People's Republic of Korea  
6 ("DPRK" or "North Korea") at a North Korean embassy in China. The  
7 North Korean government officials directed defendant to procure goods  
8 on behalf of the North Korean government. Defendant knew the  
9 individuals with whom he met were North Korean government officials  
10 because of the North Korean country apparel they were wearing, the  
11 fact that he was in an official North Korean building, and because  
12 they were speaking to him in Korean.

13 In or around 2022, two North Korean government officials known  
14 by Korean names as "Jin Yong Nan" and "Cui" contacted defendant and  
15 instructed him to purchase and export firearms and other goods,  
16 including sensitive technology, from the United States to North Korea  
17 via China. Defendant agreed and used the encrypted messaging  
18 platform Wickr to communicate with the North Korean officials about  
19 the smuggling scheme.

20 At the direction of North Korean government officials, in or  
21 around 2023, defendant shipped at least three containers of firearms  
22 out of the port in Long Beach, California, within the Central  
23 District of California, to North Korea via China. Defendant took  
24 steps to conceal that he was illegally shipping firearms to North  
25 Korea by, among other things, filing or causing to be filed false  
26 export information regarding the contents of the containers.  
27 Additionally, in or before September 2024, defendant purchased  
28 approximately 60,000 rounds of 9mm ammunition that defendant intended

1 to send to North Korea at the direction of North Korean government  
2 officials.

3 Over the course of the scheme, North Korean government officials  
4 wired approximately two million U.S. dollars to defendant to procure  
5 firearms and other goods for the North Korean government.

6 To procure weapons for North Korea, in or around May 2023,  
7 defendant purchased AK5000 INC (Super Armory), a Federal Firearms  
8 Licensee ("FFL") in Texas. One of defendant's North Korean contacts  
9 sent money to defendant through intermediaries to pay for the FFL.  
10 Defendant purchased many of the firearms that he sent to North Korea  
11 in Texas, and he then drove the firearms from Texas to California.

12 One of defendant's weapons shipments left the port of Long Beach  
13 on or about December 4, 2023. Defendant falsely reported to U.S.  
14 authorities that the shipment consisted of a refrigerator. The  
15 tracking number for this container was OEH-20154. The number for the  
16 vessel that transported the container was ONE IBIS #0031W. This  
17 weapons shipment arrived in Hong Kong, China, on or about January 1,  
18 2024. The weapons shipment was subsequently transported from Hong  
19 Kong to Nampo, North Korea.

20 In furtherance of the conspiracy and at the direction of North  
21 Korean officials, defendant also obtained sensitive technology that  
22 he intended to send to North Korea, including the following: (1) a  
23 Serstech Arx mkII Pharma device – a chemical threat identification  
24 device; and (2) an ANDRE Deluxe Near-Field Detection device – a  
25 handheld broadband receiver that detects known, unknown, illegal,  
26 disruptive, or interfering transmissions. Defendant also acquired  
27 and/or offered to acquire the following technology to sell to North  
28 Korea: a thermal imaging system that can be mounted on a UAV,

1 helicopter, and other aircraft, and that can be used for  
2 reconnaissance and target identification, among other applications;  
3 and a civilian airplane engine.

4 Licenses from the Department of the Treasury's Office of Foreign  
5 Assets Control ("OFAC") and Department of Commerce, Bureau of  
6 Industry and Security ("BIS") are required to export ammunition,  
7 firearms, and the above-described devices to North Korea, and  
8 defendant does not have any licenses from OFAC or BIS for any  
9 exports.

10 At all relevant times, defendant knew it was illegal to ship  
11 firearms, ammunition, and sensitive technology to North Korea.

12 Defendant procured the firearms, ammunition, and other devices  
13 in the United States at the direction and control of North Korean  
14 government officials. Defendant shipped firearms and other goods to  
15 North Korea at the direction and control of North Korean government  
16 officials. Defendant never provided notification to the Attorney  
17 General of the United States that he was acting in the United States  
18 at the direction and control of North Korean government or North  
19 Korean government officials.

20 SENTENCING FACTORS

21 14. Defendant understands that in determining defendant's  
22 sentence the Court is required to calculate the applicable Sentencing  
23 Guidelines range and to consider that range, possible departures  
24 under the Sentencing Guidelines, and the other sentencing factors set  
25 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
26 Sentencing Guidelines are advisory only, that defendant cannot have  
27 any expectation of receiving a sentence within the calculated  
28 Sentencing Guidelines range, and that after considering the

1 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
2 be free to exercise its discretion to impose any sentence it finds  
3 appropriate up to the maximum set by statute for the crimes of  
4 conviction.

5 15. Defendant and the USAO agree to the following applicable  
6 Sentencing Guidelines factors:

7 Base Offense Level: 26 U.S.S.G. § 2M5.1(a)(1)(A)  
8

9 Defendant and the USAO reserve the right to argue that additional  
10 specific offense characteristics, adjustments, and departures under  
11 the Sentencing Guidelines are appropriate.

12 16. Defendant understands that there is no agreement as to  
13 defendant's criminal history or criminal history category.

14 17. Defendant and the USAO reserve the right to argue for a  
15 sentence outside the sentencing range established by the Sentencing  
16 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
17 (a)(2), (a)(3), (a)(6), and (a)(7).

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 18. Defendant understands that by pleading guilty, defendant  
20 gives up the following rights:

- 21 a. The right to persist in a plea of not guilty.  
22 b. The right to a speedy and public trial by jury.  
23 c. The right to be represented by counsel - and if  
24 necessary have the Court appoint counsel - at trial. Defendant  
25 understands, however, that defendant retains the right to be  
26 represented by counsel - and if necessary have the Court appoint  
27 counsel - at every other stage of the proceeding.  
28

1 d. The right to be presumed innocent and to have the  
2 burden of proof placed on the government to prove defendant guilty  
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses  
5 against defendant.

6 f. The right to testify and to present evidence in  
7 opposition to the charges, including the right to compel the  
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if  
10 defendant chose not to testify or present evidence, to have that  
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,  
13 Fourth Amendment or Fifth Amendment claims, and other pretrial  
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 19. Defendant understands that, with the exception of an appeal  
17 based on a claim that defendant's guilty pleas were involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's convictions on the offenses to which defendant is  
20 pleading guilty. Defendant understands that this waiver includes,  
21 but is not limited to, arguments that the statutes to which defendant  
22 is pleading guilty are unconstitutional, and any and all claims that  
23 the statement of facts provided herein is insufficient to support  
24 defendant's pleas of guilty.

25 WAIVER OF APPEAL AND COLLATERAL ATTACK

26 20. Defendant gives up the right to appeal all of the  
27 following: (a) the procedures and calculations used to determine and  
28 impose any portion of the sentence; (b) the term of imprisonment

1 imposed by the Court, including, to the extent permitted by law, the  
2 constitutionality or legality of defendant's sentence, provided it is  
3 no greater than 120 months' imprisonment; (c) the fine imposed by the  
4 court, provided it is within the statutory maximum; (d) the term of  
5 probation or supervised release imposed by the Court, provided it is  
6 within the statutory maximum; and (e) any of the following conditions  
7 of probation or supervised release imposed by the Court: the  
8 conditions set forth in Second Amended General Order 20-04 of this  
9 Court; the drug testing conditions mandated by 18 U.S.C.  
10 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
11 authorized by 18 U.S.C. § 3563(b)(7).

12 21. Defendant also gives up any right to bring a post-  
13 conviction collateral attack on the convictions or sentence, except a  
14 post-conviction collateral attack based on a claim of ineffective  
15 assistance of counsel, a claim of newly discovered evidence, or an  
16 explicitly retroactive change in the applicable Sentencing  
17 Guidelines, sentencing statutes, or statutes of conviction.  
18 Defendant understands that this waiver includes, but is not limited  
19 to, arguments that the statutes to which defendant is pleading guilty  
20 are unconstitutional, and any and all claims that the statement of  
21 facts provided herein is insufficient to support defendant's pleas of  
22 guilty.

23 22. This agreement does not affect in any way the right of the  
24 USAO to appeal the sentence imposed by the Court.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 23. Defendant agrees that if, after entering guilty pleas  
27 pursuant to this agreement, defendant seeks to withdraw and succeeds  
28 in withdrawing defendant's guilty pleas on any basis other than a

1 claim and finding that entry into this plea agreement was  
2 involuntary, then (a) the USAO will be relieved of all of its  
3 obligations under this agreement; and (b) should the USAO choose to  
4 pursue any charge that was either dismissed or not filed as a result  
5 of this agreement, then (i) any applicable statute of limitations  
6 will be tolled between the date of defendant's signing of this  
7 agreement and the filing commencing any such action; and  
8 (ii) defendant waives and gives up all defenses based on the statute  
9 of limitations, any claim of pre-indictment delay, or any speedy  
10 trial claim with respect to any such action, except to the extent  
11 that such defenses existed as of the date of defendant's signing this  
12 agreement.

13 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

14 24. Defendant agrees that if any count of conviction is  
15 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
16 resentence defendant on any remaining count of conviction, with both  
17 the USAO and defendant being released from any stipulations regarding  
18 sentencing contained in this agreement, (b) ask the Court to void the  
19 entire plea agreement and vacate defendant's guilty pleas on any  
20 remaining count of conviction, with both the USAO and defendant being  
21 released from all their obligations under this agreement, or  
22 (c) leave defendant's remaining conviction, sentence, and plea  
23 agreement intact. Defendant agrees that the choice among these three  
24 options rests in the exclusive discretion of the USAO.

25 EFFECTIVE DATE OF AGREEMENT

26 25. This agreement is effective upon signature and execution of  
27 all required certifications by defendant, defendant's counsel, and an  
28 Assistant United States Attorney.



BREACH OF AGREEMENT

26. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered guilty pleas pursuant to this agreement, defendant will not be able to withdraw the guilty pleas, and (b) the USAO will be relieved of all its obligations under this agreement.

27. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

1 c. Defendant agrees that: (i) any statements made by  
2 defendant, under oath, at the guilty plea hearing (if such a hearing  
3 occurred prior to the breach); (ii) the agreed to factual basis  
4 statement in this agreement; and (iii) any evidence derived from such  
5 statements, shall be admissible against defendant in any such action  
6 against defendant, and defendant waives and gives up any claim under  
7 the United States Constitution, any statute, Rule 410 of the Federal  
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
9 Procedure, or any other federal rule, that the statements or any  
10 evidence derived from the statements should be suppressed or are  
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 28. Defendant understands that the Court and the United States  
15 Probation and Pretrial Services Office are not parties to this  
16 agreement and need not accept any of the USAO's sentencing  
17 recommendations or the parties' agreements to facts or sentencing  
18 factors.

19 29. Defendant understands that both defendant and the USAO are  
20 free to: (a) supplement the facts by supplying relevant information  
21 to the United States Probation and Pretrial Services Office and the  
22 Court, (b) correct any and all factual misstatements relating to the  
23 Court's Sentencing Guidelines calculations and determination of  
24 sentence, and (c) argue on appeal and collateral review that the  
25 Court's Sentencing Guidelines calculations and the sentence it  
26 chooses to impose are not error, although each party agrees to  
27 maintain its view that the calculations in paragraph 15 are  
28 consistent with the facts of this case. While this paragraph permits

1 both the USAO and defendant to submit full and complete factual  
2 information to the United States Probation and Pretrial Services  
3 Office and the Court, even if that factual information may be viewed  
4 as inconsistent with the facts agreed to in this agreement, this  
5 paragraph does not affect defendant's and the USAO's obligations not  
6 to contest the facts agreed to in this agreement.

7 30. Defendant understands that even if the Court ignores any  
8 sentencing recommendation, finds facts or reaches conclusions  
9 different from those agreed to, and/or imposes any sentence up to the  
10 maximum established by statute, defendant cannot, for that reason,  
11 withdraw defendant's guilty pleas, and defendant will remain bound to  
12 fulfill all defendant's obligations under this agreement. Defendant  
13 understands that no one -- not the prosecutor, defendant's attorney,  
14 or the Court -- can make a binding prediction or promise regarding  
15 the sentence defendant will receive, except that it will be within  
16 the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 31. Defendant understands that, except as set forth herein,  
19 there are no promises, understandings, or agreements between the USAO  
20 and defendant or defendant's attorney, and that no additional  
21 promise, understanding, or agreement may be entered into unless in a  
22 writing signed by all parties or on the record in court.

23 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

24 32. The parties agree that this agreement will be considered  
25 part of the record of defendant's guilty plea hearing as if the  
26 entire agreement had been read into the record of the proceeding.

27 AGREED AND ACCEPTED

28 UNITED STATES ATTORNEY'S OFFICE

FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

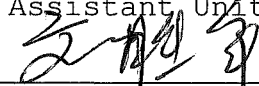
BILAL A. ESSAYLI  
United States Attorney

*/s/ Sarah E. Gerdes*


5/29/2025

SARAH E. GERDES  
Assistant United States Attorney

Date

  
SHENGHUA WEN  
Defendant

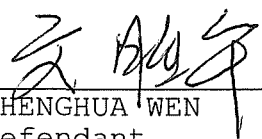
Date

  
MICHAEL L. BROWN  
Attorney for Defendant SHENGHUA  
WEN

Date

CERTIFICATION OF DEFENDANT

This agreement has been read to me in Korean, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
\_\_\_\_\_  
SHENGHUA WEN  
Defendant

  
\_\_\_\_\_  
Date

CERTIFICATION OF INTERPRETER

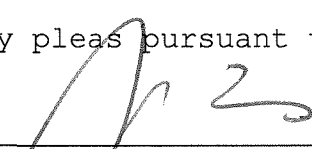
I, Catheline Jung, am fluent in the written and  
spoken English and Korean languages. I accurately translated this  
entire agreement from English into Korean to defendant SHENGHUA WEN  
on this date.

Catheline Jung  
INTERPRETER

5/28/2025  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am SHENGHUA WEN's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.

  
\_\_\_\_\_  
MICHAEL L. BROWN  
Attorney for Defendant SHENGHUA  
WEN

  
\_\_\_\_\_  
Date